

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 06-031

The City of Lincoln intends to purchase and invites you to submit a sealed bid for:

ANNUAL REQUIREMENTS FOR REFUSE COLLECTION SERVICES (PARKS & RECREATION)

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, January 25, 2006** in the office of the Purchasing Agent, 440 South 8th Street, Suite 200, K Street Complex, Southwest Wing, Lincoln, NE 68508. Bids will be publicly opened and read in the Conference/Bid Room located on the First Floor.

Bids may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**SPECIFICATION NO. 06-031
FOR
REFUSE COLLECTION SERVICES**

1. SCOPE

- 1.1 The City desires to retain the services of qualified refuse haulers to provide refuse collection services for various locations for the Lincoln Parks & Recreation Department.
- 1.2 The term of the agreement shall be one (1) year beginning February 1, 2006, through January 31, 2007, with option to renew for two (2) additional one year terms.
- 1.3 The attached sample Refuse Collection Services Agreement serves as specifications, and describes the obligations of the City and the contractor.
 - 1.3.1 The sample agreement need not be completed as part of your bid.

2. QUALIFICATIONS OF BIDDER

- 2.1 Bidders must be properly registered with the Lincoln/Lancaster County Health Department to collect and haul refuse.
- 2.2 A copy of bidder's current license certificate issued by the Health Director pursuant to Title 8, Chapter 8.28 of the Lincoln Municipal Code must accompany the bid.

3. AGREEMENT AND INSURANCE

- 3.1 Within fourteen (14) calendar days after the award of bid, the contractor must execute a written Agreement between the contractor and the City.
- 3.2 Also within such time period, the contractor must furnish with the agreement a certificate of insurance in accordance with the requirements specified in the Agreement.
 - 3.2.1 All certificates of insurance shall be filed with the City on standard ACORD CERTIFICATE OF INSURANCE forms showing the specific limits of insurance coverage required, and showing the City as an additional insured as pertains to refuse collection services for the term of agreement.
 - 3.2.2 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days notice of cancellation, non-renewal, or any material reduction of insurance coverage.

4. FREQUENCY OF SERVICE

- 4.1 The frequency of service for each collection site which best meets the current requirements of the Parks & Recreation Department is identified in Schedules A and B.

REFUSE COLLECTION SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2006, by and between _____, hereinafter referred to as Contractor, and the City of Lincoln, Nebraska, hereinafter referred to as City.

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide refuse collection services; and

WHEREAS, Contractor desires to provide such refuse collection services for the City in accordance with the terms and conditions herein provided;

NOW, THEREFORE, the parties do mutually agree as follows:

1. The term of this agreement shall be one (1) year beginning February 1, 2006, through January 31, 2007, with option to renew for two (2) additional one year periods.
 - 1.1 The first sixty (60) days of the agreement shall be a probationary period.
 - 1.2 During the probation period, the City reserves the right to terminate the contract at any time without cause upon ten (10) calendar day's written notice.
 - 1.3 The City may terminate the contract as of August 31 of any year should funds not be appropriated for the continuance of the contract into the following fiscal year.
 - 1.3.1 The City will give the contractor fifteen (15) days written notice of termination for lack of appropriated funds.
 - 1.4 This agreement may be terminated at any time by either party hereto upon thirty (30) days written notice.
 - 1.5 All refuse collected under this agreement shall be disposed of at the City of Lincoln's Bluff Road Landfill Site, or equal tonnage to refuse collected under this agreement.
2. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship; and the Contractor, his employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the entire term of this Agreement.
3. Contractor shall provide general liability insurance in the amounts of \$2,000,000.00 combined single limit for property damage and personal injury.
 - 3.1 Contractor shall name the City as additional insured as pertains to the performance of these refuse collection services for the term of the Agreement.
 - 3.2 The policy shall insure the City from any and all demands, claims, causes of action at law or in equity resulting from the performance of said services.
 - 3.3 The Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action either at law or in equity arising out of performances of said services.

- 3.4 Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under this Agreement.
 - 3.5 Contractor shall provide the City with certification of such insurance, subject to approval by the City Attorney.
- 4. Contractor shall furnish all labor and equipment required to perform refuse collection services in accordance with the terms and conditions herein set forth.
 - 4.1 Contractor shall provide equipment suitable to lift 2-yard, 3-yard, and 5-yard dumpsters to avoid excessive damage to dumpsters.
 - 4.2 Any new contractor shall provide equal sized dumpsters at any sites where container is provided by current contractor at no cost.
- 5. Collection sites, types of receptacles, and frequency of service are listed on attached Schedules A and B.
 - 5.1 Collection services shall be performed between the hours of 6:00 a.m. and 4:00 p.m., unless otherwise approved in advance by the Director of Parks and Recreation, or his authorized representative.
 - 5.2 Additional services during special events will require additional refuse collection services.
 - 5.3 55 gallon barrels are located within 100 feet of roadways.
- 6. Contractor shall maintain dumpsters in accordance with all current health and safety requirements.
 - 6.1 Contractor shall report damaged or missing City-owned receptacles to the Parks & Recreation Department.
- 7. Contractor will be paid on a regular monthly basis for all services performed in accordance with the terms of the agreement and properly invoiced to the City.
 - 7.1 The City's normal terms of payment are thirty (30) days after receipt of invoice.
 - 7.2 Invoices shall itemize the monthly charges for services by Park District as indicated on Schedules A and B.
 - 7.2.1 Monthly invoices shall include the following costs:
 - 7.2.1.1 Basic service
 - 7.2.1.2 Additional service for special events
 - 7.2.1.3 Landfill gate fees
 - 7.2.2 Contractor shall submit scale tickets with the monthly invoice, indicating the tonnage of refuse removed from the sites.
 - 7.2.3 Monthly billings shall be sent directly to:
 - Parks & Recreation Department
 - 2740 A Street
 - Lincoln, Nebraska 68502
- 8. In the event that prevailing market conditions warrant an adjustment in prices contained in this agreement, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:

- 8.1 Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
- 8.2 Contractor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.
- 8.2.1 If tying it to an index, contractor must supply the City with a subscription to it.
- 8.3 The approved price change shall be honored for all services provided by the contractor after the effective date of such price change.
- 8.4 The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the price increase request after reasonable notice and during normal business hours.
- 8.5 Approved price changes are not applicable to services currently being performed at time of price change request, but only for future services.
- 8.6 The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
- 8.7 If, in the opinion of the Purchasing Agent, any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

This service agreement, together with the other attachments herein above mentioned, form this service agreement, and the are as fully a part of the service agreement as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this service agreement shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the City do hereby execute this service agreement.

DATED this _____ Day of _____, 2006.

ATTEST:

CITY OF LINCOLN, NEBRASKA

CITY CLERK

MAYOR

CONTRACTOR

COMPANY NAME

ADDRESS

CITY

STATE

ZIP

(SEAL)

AUTHORIZED SIGNATURE

COMPANY NAME _____

PROPOSAL
SPECIFICATION NO. 06-031
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, January 25, 2006

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

THE ANNUAL REQUIREMENTS FOR:
REFUSE COLLECTION SERVICES
(PARKS & RECREATION DEPARTMENT)

BIDDING SCHEDULE

	<u>Total Cost Per Month</u>	
	<u>Schedule A</u>	<u>Schedule B</u>
	March 15 - October 31	Nov. 1 - March 14
Monthly Service Charges By Dist.	<u>City Schedule</u>	<u>City Schedule</u>
Northwest District	\$ _____	\$ _____
Central District	\$ _____	\$ _____
Southeast District	\$ _____	\$ _____
Northeast District	\$ _____	\$ _____
Southwest District	\$ _____	\$ _____
Other Stops (Total)	\$ _____	\$ _____
Total Monthly Service Charges, All Districts and Stops Combined:	\$ _____	\$ _____

BID SECURITY REQUIRED: **NO**

Contract Extension Renewal is an option: Yes _____
No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: _____; or
(b) Bid prices subject to escalation/de-escalation: _____.
(c) If (b), state period for which prices will remain firm:
Through _____.

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

_____ **YES** _____ **NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____

TITLE: _____

PHONE NO.: _____

AFFIRMATIVE ACTION PROGRAM Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE SEALED BID FOR
SPEC. 06-031**

COMPANY NAME

BY (SIGNATURE)

STREET ADDRESS OR P.O. BOX

PRINT NAME

CITY, STATE ZIP

TITLE

TELEPHONE

DATE

E-MAIL ADDRESS

**LINCOLN PARKS AND RECREATION DEPARTMENT
CONTRACTUAL REFUSE COLLECTION SERVICES**

Schedule A - March 15 through October 31

Schedule B - November 1 through March 14

Option Item #1

1. The City believes both the contractor and the City could benefit by having tote type containers. However, cost is a factor to the City.
2. Contractor provided 95 gallon tote containers with lids to replace the city's 55 gallon steel barrels at sites selected by representative of Lincoln Parks and Recreation.
 - 1.1 Additional cost, **if any**, per container to Lincoln Parks and Recreation.
\$ _____
 - 1.2 Any ongoing costs per container to Lincoln Parks and Recreation.
\$ _____
 - 1.3 Any cost per container to Lincoln Parks and Recreation for replacement due to theft or vandalism.
\$ _____
3. The City believes it might help the contractor by providing the containers thus reducing possible injuries and time it takes to collect them.

COMPANY NAME _____

**LINCOLN PARKS AND RECREATION DEPARTMENT
CONTRACTUAL GARBAGE PICK UP**

SCHEDULE A

NORTHWEST DISTRICT

LOCATION	ADDRESS	CONTAINER TYPE MARCH 15-OCTOBER 31	PICK UP DAYS CITY / BIDDER
Roper Park	3 rd & Fairfield/shelter lot	1 3 yard dumpster	T / _____
	8 th & Judson	3 55 gallon barrels	T / _____
Belmont Park	15 th & Manatt (pool)	4 55 gallon barrels	T F / _____
Pentzer Park	26 th along curb	2 55 gallon barrels	T F / _____
	Parking lot	2 55 gallon barrels	T F / _____
Trago Park	20 th & U/shelter	2 55 gallon barrels	T F / _____
	22 nd St., T to U	1 55 gallon barrel	T F / _____
Hayward Park	9 th & Military	2 55 gallon barrels	T / _____
Oak Lake Park	Sun Valley & Charleston (Oak Lake Road)	1 5 yard dumpsters	T F / _____
	1 st & Charleston	1 55 gallon barrel	T F / _____
	Dog Run Parking Lot	1 3 yd. Dumpster	TF / _____
Northwest Shop	3130 N. 5 th	1 5 yard dumpster	T F / _____
Cooper Park	East B 8 th , D St. to F St.	2 55 gallon barrels	M W F / _____
	South B 7 th & D St.	1 55 gallon barrel	M W F / _____
Schwartzkopf Park	West 1 st & L St.	1 55 gallon barrell	M Th / _____
F St. Recreation Center	1225 F St.	1 3 yard dumpster	M F / _____
Bowling Lake	NW 44 th & W. Cumings	1 3 yard dumpster	M / _____
	Boat Dock Parking Lot	1 55 gallon barrel	M / _____
	Northwest lot	2 55 gallon barrels	M / _____
Air Park Rec Center	South Parking Lot 3720 NW 46 th Street	1 3 yd. Dumpster	TF / _____

COMPANY NAME _____

SOUTHEAST DISTRICT

<u>LOCATION</u>	<u>ADDRESS</u>	<u>CONTAINER TYPE</u> <u>MARCH 15-OCTOBER 31</u>	<u>PICK UP DAYS</u> <u>CITY / BIDDER</u>
Kuklin Pool	2300 N St.	3 55 gallon barrels	M W F / _____
Lewis Field (south lot)	23 rd & J St.	2 55 gallon barrels	M W F / _____
Antelope Main Picnic and Rental Shelter Area	Everett, Park Dr. to 33 rd	5 55 gallon barrels 1 2 yard dumpsters	M W F / _____
Auld Recreation Center	3140 Sumner	1 3 yard dumpster 1 2 yard dumpster 1 55 gallon barrel	M W F / _____ M W F / _____
Indoor Playground	1300 S. 27 th	1 2 yard dumpster	M W F / _____
Main Parks & Recreation Office	2740 A St.	1 2 yard dumpster 1 55 gallon barrel	M W F / _____ W F / _____
Children's Zoo Parking Lot	27 th & B St.	4 55 gallon barrels	M W F / _____
Pocras Park	Bradfield & Wendover	1 55 gallon barrel	M / _____
Junior Golf and Winfield Courts Lots	Normal & South	1 55 gallon barrel	M W F / _____
Gravel Lot	Memorial Dr. & South	2 55 gallon barrels	W / _____
Elks Field	Normal & Sumner	2 55 gallon barrels	M F / _____
American Legion Park	27 th & Randolph	2 55 gallon barrels	M Th / _____
	26 th & H St.	1 55 gallon barrel	M Th / _____
Lewis Field (north lot)	233 S. 23 rd	2 55 gallon barrels	M W F / _____
Pine Lake Park	66 th and Pine Lake Road.	1 2 yard dumpster	M F / _____
Henry Park	Across From 4421 Prescott	1 2 yard dumpster	M F / _____
Eden Park and Pool	44 th & Antelope Creek Rd.	1 2 yard dumpster	M W F / _____
Roberts Park	58 th & Sumner	1 2 yard dumpster	M W F / _____
Holmes Park	South of Lake, curbside	7 55 gallon barrels	M W F / _____
	Boat Ramp South of Lake of Lake	1 2 yard dumpster 1 55 gallon barrel	M F / _____

COMPANY NAME _____

SOUTHEAST DISTRICT- (Cont.)

CONTAINER TYPE LOCATION	<u>PICK UP DAYS ADDRESS</u>	MARCH 15-OCTOBER 31	CITY / BIDDER
Holmes Park	North of Lake, curbside and lots	16 55 gallon barrels 3 2 yard dumpsters 1 3 yard dumpster	M W F / _____
Rickman's Dog Run	70 th and Holmes Park Road	12 yard dumpster	F / _____
Southeast District Shop	6400 Normal	1 3 yard dumpster	M W F / _____
Bishop Heights Park	30 th & Prescott	1 55 gallon barrel	W / _____
Star City Shores	33 rd & Highway 2	2 5 yard dumpsters	M W F / _____
Tierra Park	28 th & Tierra Dr.	1 2 yard dumpster	W / _____

NORTHEAST DISTRICT

Mahoney Park	7600 Fremont (west lot)	2 55 gallon barrels	M Th / _____
	South Parking Lot	3 55 gallon barrels	M Th / _____
	Elton Lux Drive	1 55 gallon barrel	M Th / _____
	Center Parking Lot	1 3 yard dumpster 6 55 gallon barrels	M Th / _____
	East Parking Lot	1 55 gallon barrel	M Th / _____
	North Parking Lot	3 55 gallon barrels	M Th / _____
Meadow Lane Pool	900 W. Avon	3 55 gallon barrels	M Th / _____
Northeast District Shop	5045 Colby	1 3 yard dumpster	M Th / _____
University Place Park	Parking Lot Across From 4926 Garland	1 2 yard dumpster 3 55 gallon barrels	M Th / _____
	Parking Lot by Ballfield Across From 4921 Francis	3 55 gallon barrels	M Th / _____
	Parking Lot by Pool, 48 th & Francis	1 3 yard dumpster 2 55 gallon barrels	M Th / _____
UPCO Park	39 th & Cleveland	3 55 gallon barrels	M Th / _____
Idylwild Park	Idylwild & Apple	1 55 gallon barrel	M Th / _____
Peter Pan Park	32 nd & X St.	1 2 yard dumpster 2 55 gallon barrels	M Th / _____
	Across From 3121 W St.	1 55 gallon barrel	M Th / _____

NORTHEAST DISTRICT- (Cont.)

<u>LOCATION</u>	<u>ADDRESS</u>	<u>CONTAINER TYPE</u> <u>MARCH 15-OCTOBER 31</u>	<u>PICK UP DAYS</u> <u>CITY / BIDDER</u>
Bethany Park	65 th & Vine	1 3 yard dumpster 2 55 gallon barrels	M Th / _____
	66 th & Bethany Park Dr.	2 55 gallon barrels	M Th / _____
	65 th & X St.	2 55 gallon barrels	M Th / _____
Herbert Park	Vegas Rd. & Apache Trail	1 55 gallon barrel	M Th / _____
Kahoa	78 th & Leighton	1 55 gallon barrel	M Th / _____
Tyrrell Park	Leonard & Cleveland	1 55 gallon barrel	M Th / _____
	67 th & Baldwin, Parking Lot	1 55 gallon barrel	M Th / _____
Ballard Field and Pool	66 th & Kearney	1 2 yard dumpster	M Th / _____
		2 55 gallon barrels	
Havelock Park	64 th & Ballard	2 55 gallon barrels	M Th / _____
	63 rd & Ballard	1 55 gallon barrel	M Th / _____
Easterday Recreation Center	6130 Adams	1 2 yard dumpster	M Th / _____
Woods/Tennis Lot	33 rd & J St.	2 55 gallon barrels	M W F / _____
		1 2 yard dumpster	
Woods Pool and Field (south lot)	30 th & J St.	1 55 gallon barrel	M W F / _____
		1 3 yard dumpster	
Woods Restroom and Playground Lot	Rogers Memorial Dr. & L St.	1 55 gallon barrel	M W F / _____
Woods Playground Lot	Rogers Memorial Dr., L St. to M St.	2 55 gallon barrels	M W F / _____
Woods Kiwanis Field (west lot)	Rogers Memorial Dr. & L St.	1 55 gallon barrel	M W F / _____
Woods Shelter and Soccer Area	Rogers Memorial Dr. & M St.	2 55 gallon barrels	M W F / _____

COMPANY NAME _____

SOUTHWEST DISTRICT

<u>LOCATION</u>	<u>ADDRESS</u>	<u>CONTAINER TYPE</u> <u>MARCH 15-OCTOBER 31</u>	<u>PICK UP DAYS</u> <u>CITY / BIDDER</u>
Pioneers Park	3201 S. Coddington	4 2 yard dumpstters 20 55 gallon barrels	M W F / _____
Pioneers Maintenance Shop	3201 S. Coddington	1 5 yard dumpster	M W F / _____
Van Dorn Park	9 th & High	1 3 yard dumpster	M W F / _____
Wilderness Day Camp	2900 S. 1 st	1 3 yard dumpster	T F / _____
Peterson Park	4400 Southwood Dr.	1 2 yard dumpster	F / _____
Sawyer Snell	2 nd & South	4 55 gallon barrels	M Th / _____
Standing Bear Memorial Grounds	2400 Park Blvd.	4 55 gallon barrels	M Th / _____
Irvingdale Park (west lot)	East of 17 th St., North of Van Dorn	1 55 gallon barrel	M F / _____
Irvingdale Pool and Tennis (east lot)	West of 20 th St., half block north of Van Dorn	1 2 yard dumpster 1 55 gallon barrel	M W F / _____
Rudge Memorial Park	16 th & Lake	1 55 gallon barrel	M / _____
	14 th & Lake	1 55 gallon barrel	M / _____
Peach Park	1425 Peach	1 55 gallon barrel	W / _____
Irvingdale Park (south lot)	18 th & Van Dorn	1 55 gallon barrel	M / _____
Densmore Park	6601 South 14 th St.	1 3 yard dumpster	M W F / _____

COMPANY NAME _____

OTHER LOCATIONS

<u>LOCATION</u>	<u>ADDRESS</u>	<u>CONTAINER TYPE</u> <u>MARCH 15-OCTOBER 31</u>	<u>PICK UP DAYS</u> <u>CITY / BIDDER</u>
Carpentry/Heavy Equipment Shop	240 S. 21st	1 roll off dumpster times (20 yard)	12-15 per year when called
Mechanical Maintenance	240 S. 21 st (west end)	1 2 yard dumpster	W F / _____
Holmes Golf Maintenance	Approximately 6700 Pioneers	1 2 yard dumpster 1 3 yard dumpster	M W F / _____
Junior Golf Clubhouse	3761 Normal	2 30 gallon barrels	M W F / _____
Pioneers Golf Clubhouse	Approximately 2 Miles West of Coddington & W. Van Dorn	1 3 yard dumpster	M W F / _____
Pioneers Golf Maintenance	3201 S. Coddington	1 2 yard dumpster	W / _____
Mahoney Golf Clubhouse	7900 Adams	1 2 yard dumpster	M W F / _____
Mahoney Golf Maintenance	8100 Adams	1 2 yard dumpster	M F / _____

COMPANY NAME _____

**LINCOLN PARKS AND RECREATION DEPARTMENT
CONTRACTUAL GARBAGE PICK UP**

SCHEDULE B

NORTHWEST DISTRICT

<u>LOCATION</u>	<u>ADDRESS</u>	<u>CONTAINER TYPE NOVEMBER 1- MARCH 14</u>	<u>PICK UP DAYS CITY / BIDDER</u>
Roper Park	3 rd & Fairfield Shelter Lot	1 3 yard dumpster	T /_____
Belmont Park	13 th and Manatt Pool Lot	2 55 gallon barrels	W /_____
	12 th & Judson	1 55 gallon barrel	W /_____
Pentzer Park	Parking Lot	1 55 gallon barrel	W /_____
Trago Park	20 th & U/shelter	2 55 gallon barrels	F /_____
Oak Lake Park	Sun Valley & Charleston (Oak Lake Road)	1 5 yard dumpster	W /_____
	Dog Run Parking Lot	1 3 yard dumpster	F /_____
	1 st & Charleston	1 55 gallon barrel	W /_____
Northwest Shop	3130 N. 5 th	1 5 yard dumpster	W /_____
Cooper Park	East B 8 th , D St. to F St.	1 55 gallon barrel	M /_____
Schwartzkopf Park	West 1 st & L St.	1 55 gallon barrel	W /_____
F St. Recreation Center	930 S. 13 th	1 2 yard dumpster	M F /_____
Bowling Lake	NW 44 th & W. Cumings	1 3 yard dumpster	M /_____
	Northwest parking lot	1 55 gallon barrel	M /_____
Air Park Rec. Center	South Parking Lot 3720 NW 46 th Street	1 3 yard dumpster	F /_____

COMPANY NAME _____

SOUTHEAST DISTRICT

LOCATION	ADDRESS	CONTAINER TYPE NOVEMBER 1- MARCH 31	PICK UP DAYS CITY / BIDDER
Henry Park	Across From 4421 Prescott	1 2 yard dumpster	M F / _____
Eden Park and Pool	44 th & Antelope Creek Rd.	1 2 yard dumpster	M F / _____
Roberts Park	58 th & Sumner	1 2 yard dumpster	M F / _____
Holmes Park	South of Lake, curbside	7 55 gallon barrels	M F / _____
	Holmes Park Boat Ramp/South of Lake	1 2 yard dumpster 1 55 gallon barrel	M F / _____ M F / _____
	North of Lake, curbside And lots	16 55 gallon barrels 3 2 yard dumpsters 1 3 yard dumpster	M F / _____ M F / _____ M F / _____
Rickman's Dog Run	70 th and Holmes Park Road	1 2 yard dumpster	F / _____
Southeast District Shop	6400 Normal	1 3 yard dumpster	M F / _____
Bishop Heights Park	30 th & Prescott	1 55 gallon barrel	W / _____
Tierra Park	28 & Tierra Dr.	1 2 yard dumpster	M F / _____
Lewis Field (south lot)	23 rd & J St.	2 55 gallon barrels	T F / _____
Indoor Playground	1300 S. 27 th	1 2 yard dumpster	T F / _____
Main Parks & Recreation Office	2740 A St.	1 2 yard dumpster 1 55 gallon barrel	T F / _____
Pioneer Lady Memorial	33 rd & High	1 55 gallon barrel	T F / _____
Children's Zoo Parking Lot	27 th & B St.	1 55 gallon barrel	F / _____
Antelope Main Picnic and Rental Shelter	Everett, Park Dr. to 33 rd	1 2 yard dumpster 3 55 gallon barrels	M F / _____
Auld Recreation Center	3140 Sumner	1 2 yard dumpster	M F / _____
Pocras Park	Bradfield & Wendover	1 55 gallon barrel	W / _____
American Legion Park	27 th & Randolph	2 55 gallon barrels	M / _____
Lewis Field (north lot)	233 S. 23 rd	1 55 gallon barrel	F / _____
Pine Lake park	66 th and Pine Lake Road	1 2 yard dumpster	M F / _____

COMPANY NAME_____

NORTHEAST DISTRICT

<u>LOCATION</u>	<u>ADDRESS</u>	<u>CONTAINER TYPE</u> <u>NOVEMBER 1-</u> <u>MARCH 14</u>	<u>PICK UP DAYS</u> <u>CITY / BIDDER</u>
Mahoney Park	7600 Fremont (west lot)	1 55 gallon barrel	M Th / _____
	Elton Lux Drive	1 55 gallon barrel	M Th / _____
	South Parking Lot	1 55 gallon barrel	M Th / _____
	Center Parking Lot	2 55 gallon barrels	M Th / _____
	North Parking Lot	1 55 gallon barrel	M Th / _____
Northeast District Shop	5045 Colby	1 2 yard dumpster	M Th / _____
University Place Park	Parking Lot Across From	1 2 yard dumpster	M Th / _____
	4926 Garland	2 55 gallon barrels	

COMPANY NAME _____

NORTHEAST DISTRICT – (Cont.)

LOCATION	ADDRESS	CONTAINER TYPE NOVEMBER 1- MARCH 31	PICK UP DAYS CITY / BIDDER
University Place Park	Parking Lot by Ballfield Across From 4921 Francis	1 55 gallon barrel	Th / _____
	Parking Lot by Pool, 48 th & Francis	1 55 gallon barrel	Th / _____
UPCO Park	39 th & Cleveland	2 55 gallon barrels	Th / _____
Peter Pan Park	32 nd & X St.	2 55 gallon barrels	Th / _____
Bethany Park	65 th & Vine	2 55 gallon barrels	M Th / _____
	65 th & Vine	1 3 yard dumpster	M / _____
	66 th & Bethany Park Dr.	1 55 gallon barrel	M Th / _____
	65 th & X St.	1 55 gallon barrel	M Th / _____
Herbert Park	Vegas Rd. & Apache Trail	1 55 gallon barrel	Th / _____
Tyrrell Park	Leonard & Cleveland	1 55 gallon barrel	Th / _____
Ballard Field and Pool	66th & Kearney	1 55 gallon barrel	Th / _____
Havelock Park	64th & Ballard	2 55 gallon barrels	Th / _____
Easterday Recreation Center	6130 Adams	1 2 yard dumpster	M Th / _____
Wood Pool/Tennis Lot	33 rd & J St.	2 55 gallon barrels	W / _____
Woods Playground Lot	Rogers Memorial Dr., L St. to M St.	1 55 gallon barrel	W / _____

SOUTHWEST DISTRICT

Pioneers Park	3201 S. Coddington	2 2 yard dumpstters 20 55 gallon barrels	M F / _____
Pioneers Maintenance Shop	3201 S. Coddington	1 5 yard dumpster	M F / _____
Van Dorn Park	9 th & High	1 3 yard dumpster	M F / _____
Wilderness Day Camp	2900 S. 1 st	1 3 yard dumpster	F / _____
Sawyer Snell	2 nd & South	2 55 gallon barrels	W / _____
Standing Bear Memorial Grounds	2400 Park Blvd.	2 55 gallon barrels	W / _____

COMPANY NAME _____

SOUTHWEST DISTRICT – (Cont.)

<u>LOCATION</u>	<u>ADDRESS</u>	<u>CONTAINER TYPE NOVEMBER 1- MARCH 14</u>	<u>PICK UP DAYS CITY / BIDDER</u>
Irvingdale Pool and Tennis (east lot)	1900 Van Dorn	1 55 gallon barrel	M / _____
Rudge Memorial Park	14th & Lake	1 55 gallon barrel	M / _____
Densmore Park	6601 South 14 th Street	1 3 yard dumpster	F / _____

OTHER LOCATIONS

Mechanical Maintenance Shop	240 S. 21 st (west end)	1 2 yard dumpster	W F / _____
Carpentry/Heavy Equipment Shop	240 S. 21 st	1 roll off dumpster times (20 yard)	12-15 per year when called
Junior Golf Clubhouse	3761 Normal	2 30 gallon barrels	W / _____
Holmes Golf Maintenance	Approximately 6700 Pioneers	1 2 yard dumpster 1 3 yard dumpster	M / _____
Pioneers Golf Clubhouse	Approximately 2 Miles West of Coddington & W. Van Dorn	1 3 yard dumpster	M / _____
Pioneers Golf Maintenance	3201 S. Coddington	1 2 yard dumpster	M / _____
Mahoney Golf Clubhouse	7900 Adams	1 2 yard dumpster	W / _____
Mahoney Golf Maintenance	8100 Adams	1 2 yard dumpster	W / _____

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

SPECIAL PROVISIONS FOR TERM CONTRACTS

**CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for no more than two (2) additional one (1) year renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.